

ASSIGNMENT AND AGREEMENT

For value received, I, David G. Burton, residing at 604 Glen Arbor Way, Bloomington, Indiana, 47403, U.S.A., and I, Christopher G. Dixon, residing at 1018 Graywell Drive, Bloomington, Indiana 47401, U.S.A., hereby sell, assign, and transfer to **Cook Incorporated**, a corporation of the State of Indiana, having an office at 750 N. Daniels Way, Bloomington, IN, 47404, U.S.A., and its successors, assigns and legal representatives, hereinafter collectively "Cook," the entire right, title and interest, for the United States of America, in and to certain inventions related to "MEDICAL BALLOON WITH ENLARGED TRANSITIONAL RADII" described in U.S. Provisional Application Serial No. 60/558,622, filed on March 31, 2004, and PCT/US2005/010534, filed on March 29, 2005, and any and all applications claiming the benefit thereof including the right of priority, and described in U.S. Nonprovisional Application Serial No. 10/593,376 filed on September 19, 2006, and all the rights and privileges in said applications and under any and all Letters Patent or any continuation, division, renewal, or substitute thereof, and any reissue or re-examination thereof that may be granted in the United States for said inventions, together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents. We also concurrently hereby sell, assign and transfer to Cook the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the applications aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.

We authorize Cook to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Cook to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to Cook in the United States and in all countries foreign to the United States, or to such nominees as Cook may designate.

We agree that, when requested, we shall, without charge to Cook but at their expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

March 8, 2007

David G. Burton
David G. Burton

DATED:

March 7, 2007

Christopher G. Dixon
Christopher G. Dixon

STATE OF Indiana)
COUNTY Monroe) ss.
OF

I, Christine Humphrey, A Notary Public in and for the County and State aforesaid, do hereby certify that David G. Burton, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 8 day of March 2007.

(SEAL)

Christine Humphrey
Notary Public

My Commission Expires: July 2, 2009

STATE OF Indiana)
COUNTY Monroe } ss.
OF

I, Christine Humphrey, A Notary Public in and for the County and State aforesaid, do hereby certify that Christopher G. Dixon, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal,
this 7th day of March 2007.

Christine Humphrey
Notary Public

(SEAL)

My Commission Expires: July 2, 2009